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7 UNITED STATES BANKRUPTCY COURT  
8 CENTRAL DISTRICT OF CALIFORNIA  
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20 ***CENTRAL DISTRICT OF CALIFORNIA***  
21 ***APPROVED FORM FOR PRODUCING A***  
22

23  
24 **CHAPTER 11 PLAN**  
25

26 WordPerfect 6.1 (Windows) Format  
27  
28

1 NAME OF ATTORNEY - State Bar No. \_\_\_\_\_

NAME OF ATTORNEY - State Bar No. \_\_\_\_\_

2 NAME OF LAW FIRM

Address

3 City, State Zip Code

Telephone ( ) -

4 Attorneys for \_\_\_\_\_

7 UNITED STATES BANKRUPTCY COURT

8 CENTRAL DISTRICT OF CALIFORNIA

9 In re

10 NAME OF DEBTOR,

11 Debtor

Bk. No. \_\_\_\_ - \_\_\_\_ - \_\_\_\_

In a Case Under Chapter  
11 of the Bankruptcy Code  
(11 U.S.C. § 1101 et seq.)

1 CHAPTER 11 2 PLAN

13 Disclosure Statement Hearing<sup>3</sup>

14 Date: \_\_\_\_\_

15 Time: \_\_\_\_\_

16 Ctrm: \_\_\_\_\_

{Insert Courtroom #}

{Insert Full

Court Address

Here}

18 Plan Confirmation Hearing  
19 See Disclosure Statement for  
Voting and Objecting  
20 Procedures

21 Date: \_\_\_\_\_

22 Time: \_\_\_\_\_

23 Ctrm: \_\_\_\_\_

{Insert Courtroom #}

{Insert Full

Court Address

Here}

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I.

INTRODUCTION

\_\_\_\_\_ <sup>4</sup> is the Debtor in a Chapter 11 bankruptcy case.  
On \_\_\_\_\_ <sup>5</sup>, \_\_\_\_\_ <sup>6</sup> commenced a bankruptcy case by filing  
\_\_\_\_\_ <sup>7</sup> Chapter 11 petition under the United States Bankruptcy  
Code ("Bankruptcy Code"), 11 U.S.C. § 101 et seq. This document  
is the Chapter 11 Plan ("Plan") proposed by \_\_\_\_\_ <sup>8</sup> ("Plan  
Proponent"). Sent to you in the same envelope as this document  
is the Disclosure Statement which has been approved by the Court,  
and which is provided to help you understand the Plan.

This is a \_\_\_\_\_ <sup>9</sup> plan. In other words, the Proponent  
seeks to accomplish payments under the Plan by \_\_\_\_\_ <sup>10</sup>. The  
Effective Date of the proposed Plan is \_\_\_\_\_ <sup>11</sup>.

II.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. General Overview

As required by the Bankruptcy Code, the Plan classifies  
claims and interests in various classes according to their right  
to priority of payments as provided in the Bankruptcy Code. The  
Plan states whether each class of claims or interests is impaired  
or unimpaired. The Plan provides the treatment each class will  
receive under the Plan.

B. Unclassified Claims

Certain types of claims are not placed into voting classes;  
instead they are unclassified. They are not considered impaired

1 and they do not vote on the Plan because they are automatically  
2 entitled to specific treatment provided for them in the  
3 Bankruptcy Code. As such, the Proponent has not placed the  
4 following claims in a class. The treatment of these claims is  
5 provided below.

#### 6 **1. Administrative Expenses**

7 Administrative expenses are claims for costs or expenses of  
8 administering the Debtor's Chapter 11 case which are allowed  
9 under Code Section 507(a)(1). The Code requires that all  
10 administrative claims be paid on the Effective Date of the Plan,  
11 unless a particular claimant agrees to a different treatment.<sup>12</sup>

12 The following chart lists all of the Debtor's § 507(a)(1)  
13 administrative claims and their treatment under this Plan.<sup>13</sup>

<u>Name</u>	<u>Amount Owed</u>	<u>Treatment</u>
Clerk's Office Fees		Paid in full on Effective Date
Office of the U.S. Trustee Fees		Paid in full on Effective Date
<b>TOTAL</b>		

#### 19 Court Approval of Fees Required:

20 The Court must approve all professional fees listed in this  
21 chart. For all fees except Clerk's Office fees and U.S. Trustee's  
22 fees, the professional in question must file and serve a properly  
23 noticed fee application and the Court must rule on the  
24 application. Only the amount of fees allowed by the Court will  
25 be required to be paid under this Plan.

#### 26 **2. Priority Tax Claims**

27 Priority tax claims are certain unsecured income, employment  
28 and other taxes described by Code Section 507(a)(8)<sup>14</sup>. The Code

requires that each holder of such a 507(a)(8) priority tax claim receive the present value of such claim in deferred cash payments, over a period not exceeding six years form the date of the assessment of such tax.

The following chart lists all of the Debtor's Section 507(a)(8)<sup>15</sup> priority tax claims and their treatment under this Plan.

Description	Amount Owed	Treatment <sup>16</sup>
<ul style="list-style-type: none"> <li>● Name =</li> <li>● Type of tax =</li> <li>● Date tax assessed =</li> </ul>		<ul style="list-style-type: none"> <li>● Pymt interval <sup>17</sup> =</li> <li>● Pymt amt/interval <sup>18</sup> =</li> <li>● Begin date <sup>19</sup> =</li> <li>● End date <sup>20</sup> =</li> <li>● Interest Rate % <sup>21</sup> = \$</li> <li>● Total Payout Amount <sup>22</sup> __ %</li> </ul>
<ul style="list-style-type: none"> <li>● Name =</li> <li>● Type of tax =</li> <li>● Date tax assessed =</li> </ul>		<ul style="list-style-type: none"> <li>● Pymt interval =</li> <li>● Pymt amt/interval =</li> <li>● Begin date =</li> <li>● End date =</li> <li>● Interest Rate % =</li> <li>● Total Payout Amount % = \$</li> </ul>

## C. Classified Claims and Interests

### 1. Classes of Secured Claims

Secured claims are claims secured by liens on property of the estate. The following chart lists all classes containing Debtor's secured pre-petition claims and their treatment under this Plan<sup>23</sup>:

<u>CLASS#</u>	<u>DESCRIPTION</u>	<u>INSIDERS</u> (Y/N)	<u>IMPAIRED</u> (Y/N)	<u>TREATMENT</u>
	Secured claim of: <ul style="list-style-type: none"> <li>● Name =</li> <li>● Collateral description =</li> <li>● Collateral value =</li> <li>● Priority of security int. =</li> <li>● Principal owed =</li> <li>● Pre-pet. arrearage amount =</li> <li>● Post-pet. arrearage amount =</li> <li>● Total claim amount =</li> </ul>		23a.	<ul style="list-style-type: none"> <li>● Pymt interval =</li> <li>● Pymt amt/interval =</li> <li>● Balloon pymt <sup>24</sup> =</li> <li>● Begin date =</li> <li>● End date = \$</li> <li>● Interest rate %</li> <li>● Total payout <sup>24a</sup> %</li> <li>● Treatment of Lien</li> </ul>
	Secured claim of: <ul style="list-style-type: none"> <li>● Name =</li> <li>● Collateral description =</li> <li>● Collateral value =</li> <li>● Priority of security int. =</li> <li>● Principal owed =</li> <li>● Pre-pet. arrearage amount =</li> <li>● Post-pet. arrearage amount =</li> <li>● Total claim amount =</li> </ul>			<ul style="list-style-type: none"> <li>● Pymt interval =</li> <li>● Pymt amt/interval =</li> <li>● Balloon pymt =</li> <li>● Begin date =</li> <li>● End date =</li> <li>● Interest rate % =</li> <li>● Total payout % = \$</li> <li>● Treatment of Lien =</li> </ul>

## 2. Classes of Priority Unsecured Claims

Certain priority claims that are referred to in Code Sections 507(a)(3), (4), (5), (6), and (7)<sup>25</sup> are required to be placed in classes. These types of claims are entitled to priority treatment as follows: the Code requires that each holder of such a claim receive cash on the Effective Date equal to the allowed amount of such claim. However, a class of unsecured priority claim holders may vote to accept deferred cash payments of a

value, as of the Effective Date, equal to the allowed amount of such claims.

The following chart lists all classes containing Debtor's 507(a)(3), (4), (5), (6), and (7)<sup>26</sup> priority unsecured claims and their treatment under this Plan<sup>27</sup> :

<u>CLASS#</u>	<u>DESCRIPTION</u>	<u>IMPAIRED (Y/N)</u>	<u>TREATMENT</u>
	Priority unsecured claim pursuant to <sup>28</sup> ● Total amt of claims = <sup>29</sup>		● Paid in full in cash on Effective Date <sup>30</sup>
	Priority unsecured claim pursuant to <sup>31</sup> ● Total amt of claims = <sup>32</sup>		● Paid in full in cash on Effective Date

### 3. Class of General Unsecured Claims

General unsecured claims are unsecured claims not entitled to priority under Code Section 507(a). The following chart identifies this Plan's treatment of the class containing all of Debtor's general unsecured claims:

<u>CLASS#</u>	<u>DESCRIPTION</u>	<u>IMPAIRED (Y/N)</u>	<u>TREATMENT</u>
	General unsecured claims ● Total amt of claims =	<sup>33</sup>	● Pymt interval = ● Pymt amt/interval = ● Begin date = ● End date = ● Interest rate % = ● Total payout <sup>33a</sup> ___% = \$

33b.

33c.

### 4. Class(es) of Interest Holders

Interest holders are the parties who hold ownership interest (i.e., equity interest) in the Debtor. If the Debtor is a corporation, entities holding preferred or common stock in the Debtor are interest holders. If the Debtor is a partnership, the



interest holders include both general and limited partners. If the Debtor is an individual, the Debtor is the interest holder. The following chart identifies this Plan's treatment of the class<sup>34</sup> of interest holders:

<u>CLASS #</u>	<u>DESCRIPTION</u>	<u>IMPAIRED (Y/N)</u>	<u>TREATMENT</u>
	Interest holders	<sup>35</sup>	

**D. Means of Performing the Plan**

**1. Funding for the Plan**

The Plan will be funded by the following: <sup>36</sup>.

**2. Post-confirmation Management**

<sup>37</sup>

**3. Disbursing Agent**

<sup>38</sup> shall act as the disbursing agent for the purpose of making all distributions provided for under the Plan. The Disbursing Agent shall serve <sup>39</sup> bond and shall receive <sup>40</sup> for distribution services rendered and expenses incurred pursuant to the Plan.<sup>41</sup>

**III.**

**TREATMENT OF MISCELLANEOUS ITEMS**

**A. Executory Contracts and Unexpired Leases**

**1. Assumptions**

The following are the unexpired leases and executory contracts to be assumed as obligations of the reorganized Debtor under this Plan (see Exhibit A for more detailed information on

1 unexpired leases to be assumed and Exhibit B for more detailed  
2 information on executory contracts to be assumed):

3 42

4 On the Effective Date, each of the unexpired leases and  
5 executory contracts listed above shall be assumed as obligations  
6 of the reorganized Debtor. The Order of the Court confirming the  
7 Plan shall constitute an Order approving the assumption of each  
8 lease and contract listed above. If you are a party to a lease  
9 or contract to be assumed and you object to the assumption of  
10 your lease or contract, you must file and serve your objection to  
11 the Plan within the deadline for objecting to the confirmation of  
12 the Plan. See Section {I.B.3.} of the Disclosure Statement  
13 describing this Plan for the specific date.

14 **2. Rejections**

15 On the Effective Date, the following executory contracts and  
16 unexpired leases will be rejected:

17 43

18 The order confirming the Plan shall constitute an order  
19 approving the rejection of the lease or contract. If you are a  
20 party to a contract or lease to be rejected and you object to the  
21 rejection of your contract or lease, you must file and serve your  
22 objection to the Plan within the deadline for objecting to the  
23 confirmation of the Plan. See Disclosure Statement for the  
24 specific date.

25 THE BAR DATE FOR FILING A PROOF OF CLAIM BASED ON A CLAIM  
26 ARISING FROM THE REJECTION OF A LEASE OR CONTRACT IS 44.

27 Any claim based on the rejection of an executory contract or  
28 unexpired lease will be barred if the proof of claim is not

1 timely filed, unless the Court later orders otherwise.

2 **B. Changes in Rates Subject to Regulatory Commission Approval**

3 This Debtor <sup>45</sup> subject to governmental regulatory  
4 commission approval of its rates<sup>45a</sup>.

5 **C. Retention of Jurisdiction.**

6 The Court will retain jurisdiction to the extent provided  
7 by law.<sup>46</sup>

8 **IV.**

9 **EFFECT OF CONFIRMATION OF PLAN**

10 **A. Discharge<sup>47</sup>**

11 This Plan provides that upon <sup>48</sup>, Debtor shall be  
12 discharged of liability for payment of debts incurred before  
13 confirmation of the Plan, to the extent specified in 11 U.S.C. §  
14 1141. However, any liability imposed by the Plan will not be  
15 discharged.  
16

17 **B. Revesting of Property in the Debtor**

18 Except as provided in Section {IV.E.}, and except as  
19 provided elsewhere in the Plan, the confirmation of the Plan  
20 revests all of the property of the estate in the Debtor.  
21

22 **C. Modification of Plan**

23 The Proponent of the Plan may modify the Plan at any time  
24 before confirmation. However, the Court may require a new  
25 disclosure statement and/or revoting on the Plan if proponent  
26 modifies the plan before confirmation.

27 The Proponent of the Plan may also seek to modify the Plan  
28 at any time after confirmation so long as (1) the Plan has not

1 been substantially consummated and (2) if the Court authorizes  
2 the proposed modifications after notice and a hearing.

3 **D. Post-Confirmation Status Report**

4 Within 120 days of the entry of the order confirming the  
5 Plan, Plan Proponent shall file a status report with the Court  
6 explaining what progress has been made toward consummation of the  
7 confirmed Plan. The status report shall be served on the United  
8 States Trustee, the twenty largest unsecured creditors, and those  
9 parties who have requested special notice. Further status  
10 reports shall be filed every 120 days and served on the same  
11 entities.

12 **E. Post-Confirmation Conversion/Dismissal**

13 A creditor or party in interest may bring a motion to  
14 convert or dismiss the case under § 1112(b), after the Plan is  
15 confirmed, if there is a default in performing the Plan. If the  
16 Court orders the case converted to Chapter 7 after the Plan is  
17 confirmed, then all property that had been property of the  
18 Chapter 11 estate, and that has not been disbursed pursuant to  
19 the Plan, will revert in the Chapter 7 estate, and the automatic  
20 stay will be reimposed upon the revested property only to the  
21 extent that relief from stay was not previously granted by the  
22 Court during this case.

23 **F. Final Decree**

24 Once the estate has been fully administered as referred to  
25 in Bankruptcy Rule 3022, the Plan Proponent, or other party as  
26 the Court shall designate in the Plan Confirmation Order, shall  
27 file a motion with the Court to obtain a final decree to close  
28 the case.

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Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Party (optional unless party is pro se)

\_\_\_\_\_  
Name of Plan Proponent

\_\_\_\_\_  
Signature of Attorney for Plan Proponent

\_\_\_\_\_  
Name of Attorney for Plan Proponent

\_\_\_\_\_  
Name of Law Firm for Plan Proponent

**EXHIBIT A - UNEXPIRED LEASES TO BE ASSUMED**

<u>LEASES</u>	<u>ARREARS/DMGS</u>	<u>METHODS OF CURE</u>
<ul style="list-style-type: none"> <li>● Description = <sup>1</sup></li> <li>● Lessor's name =</li> <li>● Lessee's name =</li> <li>● Expiration date =</li> </ul>	<ul style="list-style-type: none"> <li>● Default amt =</li> <li>● Actual pecuniary loss<sup>2</sup> =</li> </ul>	<ul style="list-style-type: none"> <li>● Method of curing default &amp; loss =</li> <li>● Means of assuring future performance<sup>3</sup> =</li> </ul>
<ul style="list-style-type: none"> <li>● Description =</li> <li>● Lessor's name =</li> <li>● Lessee's name =</li> <li>● Expiration date =</li> </ul>	<ul style="list-style-type: none"> <li>● Default amt =</li> <li>● Actual pecuniary loss =</li> </ul>	<ul style="list-style-type: none"> <li>● Method of curing default &amp; loss =</li> <li>● Means of assuring future performance =</li> </ul>
<ul style="list-style-type: none"> <li>● Description =</li> <li>● Lessor's name =</li> <li>● Lessee's name =</li> <li>● Expiration date =</li> </ul>	<ul style="list-style-type: none"> <li>● Default amt =</li> <li>● Actual pecuniary loss =</li> </ul>	<ul style="list-style-type: none"> <li>● Method of curing default &amp; loss =</li> <li>● Means of assuring future performance =</li> </ul>

**EXHIBIT B - EXECUTORY CONTRACTS TO BE ASSUMED**

<b><u>CONTRACT</u></b>	<b><u>DEFAULT/DMGS</u></b>	<b><u>METHODS OF CURE</u></b>
<ul style="list-style-type: none"> <li>Contract description =</li> <li>Contracting parties =                             <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> </ol> </li> </ul>	<ul style="list-style-type: none"> <li>Default amt =</li> <li>Actual pecuniary loss =</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default &amp; loss =</li> <li>Means of assuring performance =</li> </ul>
<ul style="list-style-type: none"> <li>Contract description =</li> <li>Contracting parties =                             <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> </ol> </li> </ul>	<ul style="list-style-type: none"> <li>Default amt =</li> <li>Actual pecuniary loss =</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default &amp; loss =</li> <li>Means of assuring performance =</li> </ul>
<ul style="list-style-type: none"> <li>Contract description =</li> <li>Contracting parties =                             <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> </ol> </li> </ul>	<ul style="list-style-type: none"> <li>Default amt =</li> <li>Actual pecuniary loss =</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default &amp; loss =</li> <li>Means of assuring performance =</li> </ul>

## CROSS REFERENCE KEY

### I. Overview to Cross Reference Key

This Chapter 11 Plan is a "fill in the blank form."

The user only fills in the blanks. DO NOT CHANGE THE LANGUAGE IN THE REST OF THE FORM, EXCEPT IN THE FEW PLACES WHERE THE INSTRUCTIONS EXPRESSLY TELL YOU THAT YOU MAY OMIT A SENTENCE OR CLASS IF IT IS NOT NEEDED FOR YOUR CASE.

As you read this Form, you will notice blanks with numbers in them, and also numbers at the end of certain sentences or phrases.

- \* Here is an example of a blank with a number:

1

- \* Here is an example of a sentence with a number:

This is an example.<sup>2</sup>

These numbers refer to the numbered instructions in this "Cross Reference Key." When you encounter one of these numbers, in the form itself, you need to refer to the "Cross Reference Key," and read the applicable numbered instruction. In our examples above, instructions number 1 and 2 would be applicable instructions. Follow the instructions to fill in the needed information.

#### **a. Why the Instructions in this Cross Reference Key are in Two Different Types of Print**

When you read the numbered instructions in the "Cross Reference Key" you will see that these instructions are printed in two different types of print, Courier New 12 pt. and Helvetica 10 pt.

Instructions in Courier New 12 pt. font (the font you are currently reading), mean that you are to simply provide the information requested in the endnote and insert it in the corresponding blank. For example, if instruction number 1 states "Debtor's name", then you should insert the Debtor's name in blank number 1.

Instructions in Helvetica 10 pt. font may contain explanations on how to use the disclosure statement form, explanations of the law, or examples of what should be inserted in a particular blank. Read and follow these instructions also.



**II.           Key Notes 1 through 48**

1.    Name of party proposing the Plan (e.g. Debtor's, Creditor Committee's, etc.)
2.    Put which version of the Plan this is, i.e., Original, First Amended, Second Amended, etc. Do not use the term "modified" when describing Plans subsequent to the Original Plan unless the Court directs you to do so.
3.    Delete Disclosure Statement Hearing information when the Disclosure Statement has been approved and the upcoming hearing is the Plan Confirmation hearing.
4.    Debtor's name.
5.    Petition date.
6.    Insert the applicable information, depending on who filed the petition:
  - (a)   Debtor's name
  - (b)   Names of the petitioning creditors
7.    Insert one of the following:
  - (a)   a voluntary
  - (b)   an involuntary
8.    Plan proponent's name.
9.    Insert the applicable phrases:
  - (a)   liquidating
  - (b)   reorganizing
  - (c)   combined liquidating and reorganizing
10.   Provide a brief summary of how Proponent proposes to fund the Plan.
11.   Effective date of the Plan.
12.   Holders of administrative expenses under § 507(b) are paid before other administrative expenses. If any such expenses must be paid, so state.
13.   For each chart, add more rows to the tables as necessary.
14.   Denominated as Section 507(a)(7) for bankruptcy cases filed before October 22, 1994.
15.   Denominated as Section 507(a)(7) for bankruptcy cases filed before October 22, 1994.
16.   Section 507(a)(7) priority tax claims must be fully paid within 6 years from the date of assessment.
17.   Identify the proposed payment interval (e.g., monthly, quarterly, yearly).
18.   Amount of payments per payment interval.
19.   The date Plan payments will commence.

20. The date Plan payments will end.
21. The interest rate paid to a Section 507 (a)(7) priority tax claimant should be consistent with the rate provided by 26 U.S.C. § 6621.
22. Total percentage of claim proposed to be paid to claimant over the life of the Plan plus total dollar amount to be paid to the claimant over life of the plan.
23. Each secured claim should be placed in a separate class, unless the secured claims have identical collateral, priority, and terms of indebtedness. Begin numbering the classes with the number "1". The subsequent class should be numbered with the number "2". Do not use subclass, e.g., 1.1, 1.2, etc.
- 23a. If this class is Not Impaired, put the following in the box: "Not Impaired; claims in this class are not entitled to vote on Plan, class is deemed to have accepted Plan."
- If this class is Impaired, put the following in the box: "Impaired; claims in this class are entitled to vote on the Plan"; unless this class is not retaining or receiving any value under the Plan. In this latter case only, put "Impaired, and claims in this class are deemed to have rejected Plan."
24. Balloon payment amount, if any.
- 24a. Total percentage of claim proposed to be paid to claimant over the life of the plan plus total dollar amount to be paid to claimant over life of plan.
25. Omit reference to 507(a)(7) (alimony/child support priority) if case was filed before October 22, 1994 because priority would not exist for cases filed before that date.
26. Omit reference to 507(a)(7) (alimony/child support priority) if case was filed before October 22, 1994 because priority would not exist for cases filed before that date.
27. Each of the four categories of priority unsecured claims should be placed in a separate class. A separate class is not necessary for a particular category of priority unsecured claims if no claim exist in that category.
28. Insert one of the following:  
(a) 11 U.S.C. § 507(a)(3)  
(b) 11 U.S.C. § 507(a)(4)  
(c) 11 U.S.C. § 507(a)(5)  
(d) 11 U.S.C. § 507(a)(6)
29. Total amount of claims in this class.
30. If the Plan does not provide for cash payment in full on Effective Date, Plan Proponent must be able to prove that this class has accepted deferred payments pursuant to 11 U.S.C § 1129(a)(9) before the Plan can be confirmed.

31. Insert one of the following:
- (a) 11 U.S.C. § 507(a)(3)
  - (b) 11 U.S.C. § 507(a)(4)
  - (c) 11 U.S.C. § 507(a)(5)
  - (d) 11 U.S.C. § 507(a)(6)
32. Total amount of claims in this class.
33. If this class is Not Impaired, put the following in the box: "Not Impaired; claims in this class are not entitled to vote on Plan, class is deemed to have accepted Plan."
- If this class is Impaired, put the following in the box: "Impaired; claims in this class are entitled to vote on the Plan"; unless this class is not retaining or receiving any value under the Plan. In this latter case only, put "Impaired, and claims in this class are deemed to have rejected Plan."
- 33a. Total percentage of claim proposed to be paid to claimant over the life of the Plan plus total dollar amount to be paid to claimant over life of the plan.
- 33b. If you have a convenience class allowed under 1122(b), then add as an additional unsecured class here, and at page 5, line 17 of the Plan form: ", except general unsecured claims placed in the convenience class described hereafter."
- 33c. If you have an additional general unsecured class(es), add each here, with a separate class number. The norm is to have a single general unsecured class, or where appropriate, to have a general unsecured class plus a convenience general unsecured class (as described in footnote 33a). However, there are a few limited circumstances where it is permissible to have additional general unsecured classes, primarily where one or more general unsecured creditors are agreeing to receive worse treatment than is being given to the rest of the general unsecured creditors, then the creditors agreeing to be treated worse can be placed in a separate general unsecured class. Do not use more than one general unsecured class unless you can justify doing so under applicable law.
34. If there is more than one class of equity holders (e.g., preferred stock and common stock), put each in a separate class and change "class" to "classes."
35. If this class is Not Impaired, put the following in the box: "Not Impaired; claims in this class are not entitled to vote on Plan, class is deemed to have accepted Plan."
- If this class is Impaired, put the following in the box: "Impaired; claims in this class are entitled to vote on the Plan"; unless this class is not retaining or receiving any value under the Plan. In this latter case only, put "Impaired, and claims in this class are deemed to have rejected Plan."

36. Describe the source of funding for this Plan. Be specific.
37. For each entity who will be involved in post-confirmation management, state or explain the following:
- (a) Identity
  - (b) Post-confirmation managerial duties
  - (c) Amount of compensation paid pre-petition and to be paid post-confirmation
  - (d) Description of expertise
38. Name and identity of disbursing agent.
39. Select one:
- (a) with
  - (b) without
40. Explain whether Disbursing Agent will be compensated or reimbursed for services and expenses rendered and incurred in connection with making distributions under the Plan. If Disbursing Agent will compensated or reimbursed, specify the exact amount and the interval of payment.

NOTE: If disbursing agent will be compensated or reimbursed, be sure to account for these additional costs when evaluating feasibility of the Plan.

41. If the Disbursing Agent will be making distributions from a fund created under the Plan, the Plan and Disclosure Statement should provide that the fund will be maintained in a segregated interest-bearing account.
42. List the unexpired leases and executory contracts in sufficient detail to enable the reader to determine which Leases and contracts will be assumed. This list will enable a party to a lease or contract to quickly ascertain whether he or she needs to refer to Exhibit C or D.
- Exhibits C and D are intended to provide detailed information on each Lease or contract to be assumed so that the court and any party to a particular Lease or contract can decide whether assumption is proper and desirable.
43. List all executory contracts and unexpired Leases to be rejected in sufficient detail to enable a reader to quickly ascertain whether any particular Lease or contract will be rejected.
44. Deadline for filing proof of claim based on claim arising from rejection of contract or lease.  
(Note: Typically, this date will be 30 days from Effective Date.)
45. Select one:
- (a) is
  - (b) is not
- 45a. See 11 U.S.C. § 1129(a)(6). This section is only applicable if Debtor's business is regulated by a governmental regulatory commission. Examples include certain transportation companies and public utility companies. If Debtor is not regulated by a governmental commission, insert an affirmative statement to that effect in the Disclosure Statement. If debtor is regulated, state this and Plan must comply with 11 U.S.C. § 1129(a)(6).

46. Do not change the language in this section unless the judge to whom your case is assigned has different or additional language that judge wishes to use in this section and directs you to insert that judge's specific language.

47.

**NOTE:** If the Debtor is not entitled to a discharge pursuant to 11 U.S.C. 1141(d), change this heading to "NO DISCHARGE." Read and follow instruction #48.

48. Choose on of the following:
- (a) confirmation of the Plan
  - (b) payment in full of proposed plan payments to the unsecured creditors
  - (c) substantial consummation of plan
  - (d) other. You must state what the other condition for or date of discharge is.

Alternatively, if debtor does not meet the test of 11 U.S.C. 1141(d)(3) for getting a discharge, then the debtor is not entitled to any discharge, and the whole paragraph under "Discharge" must be omitted and replaced with:

- (e) Debtor will not receive any discharge in this case because debtor does not meet the test for receiving a discharge specified under 11 U.S.C. § 1141(d)(3).

**NOTE:** More evidence regarding feasibility of the Plan may be required if the Plan Proponent seeks discharge upon Plan confirmation.

#### **Instructions Relating to Exhibits A & B**

1. Description of leased property or asset, including address of real property, if applicable.
2. Actual pecuniary loss consists of damages other than lease payment default, if any.
3. Describe how the Debtor is assuring performance on the remaining obligation under the lease, e.g., addition of guarantor.

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